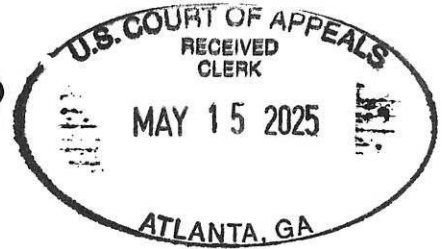


CLERK COVER LETTER – Appeal No. 25-11183 -D

(Adversary Appeal – Deutsche Bank)



Re: Rule 60(d)(3) Motion for Relief from Judgment Based on Fraud Upon the Court

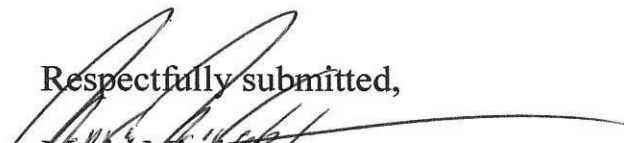
(Related Appeals: 25-10858, 25-10862, 25-11120, 25-11182, 25-11254) ^f ^{cc} ^c ^c ^f

Dear Clerk of Court:

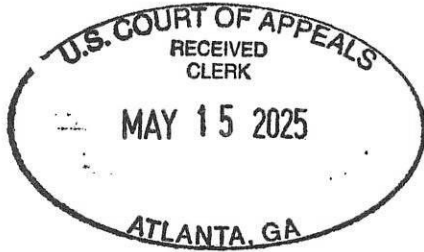
Enclosed for filing in the above-captioned appeal is Appellant's Motion for Relief from Judgment Under Rule 60(d)(3), supported by Appendices A through E and documentary evidence of systemic fraud.

Please file this motion in connection with Appeal No. 25-10858 and update the docket accordingly. A Certificate of Service is enclosed.

Respectfully submitted,


Mario Mirabal

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH
CIRCUIT



Appeal No. 25-11183 -D

Mario Mirabal,

Pro Se Appellant,

v.

Deutsche Bank National Trust Company,

Appellee.

TABLE OF CONTENTS

- I. Introduction**
- II. Incorporation of Prior Record and Notice**
- III. Legal Standard Under Rule 60(d)(3)**
- IV. Summary of Fraud Across Courts**
- V. Integrated Fraud Indices: Appendices D, E, F**
- VI. Request for Global Relief**
- VII. Conclusion**

APPENDICES

- Appendix A – Forensic Evidence Record: 83 Verified Fraudulent Statements and Responses**
- Appendix D – Proof of Claim Contradiction Index (Deutsche Bank Bankruptcy Filings)**
- Complaint vs. Deposition Conflict Index – KP Specific Performance (2022 Case)**
- Complaint vs. Deposition Conflict Index – KP Ejectment (2024 Case)**
- Appendix E – Index of All Related Cases Affected by Fraud**
 - C.I.P. list**
 - Certificate of Service**
 - Clerk Cover Letter**
 - Court Cover Page**

**MOTION FOR RELIEF FROM JUDGMENT UNDER RULE 60(d)(3)
BASED ON FRAUD UPON THE COURT**

**UNITED STATES COURT OF APPEALS FOR THE ELEVENTH
CIRCUIT**

Mario Mirabal

Pro Se Appellant

563 W. 49th Street

Miami Beach, FL 33140

Date: May 13, 2025

I. INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 60(d)(3), Appellant Mario Mirabal respectfully moves this Court to vacate and nullify all rulings, orders, and judgments in the consolidated actions and underlying proceedings listed herein, on the basis of fraud upon the court perpetrated by Deutsche Bank National Trust Company and KP Investments Miami, LLC, acting jointly and severally.

This Court has inherent equitable authority to act where fraud undermines the integrity of judicial proceedings. The relief sought here is necessary to:

Vacate foreclosure and post-foreclosure judgments that were obtained through fabricated documents and false testimony;

Nullify a fraudulent proof of claim and all litigation derived from it;

Prevent future abuse of the courts based on the same fraudulent chain of title;

Restore Appellant's right to judicial integrity, due process, and a lawfully recognized homestead.

II. INCORPORATION OF PRIOR RECORD AND NOTICE

This Motion incorporates by reference the Supplemental Request for Judicial Notice and Reservation of Rights Re: Fraud Upon the Court and Systemic Procedural Misconduct, previously filed in these consolidated appeals. That submission included Appendix A, cataloguing 83 instances of procedural and evidentiary fraud across related state, federal, and bankruptcy forums.

Appellant now supplements that record with additional forensic materials:

Appendix A, cataloguing 83 instances of procedural and evidentiary fraud across related state, federal, and bankruptcy forums

Appendix D: Proof of Claim Contradiction Index – 20 material falsehoods submitted by Deutsche Bank in bankruptcy court.

Complaint vs. Deposition Conflict Indices (Specific Performance and

Ejectment) – exposing KP’s perjury and coordinated misrepresentation with Deutsche Bank.

Appendix E: Index of All Related Cases Infected by Fraud.

These materials collectively demonstrate an interlocked scheme by Appellees to fabricate standing, suppress litigation records, forum-shop across jurisdictions, and deprive Appellant of property rights through fraud and concealment.

III. LEGAL STANDARD UNDER RULE 60(d)(3)

Rule 60(d)(3) authorizes federal courts to vacate judgments obtained by “fraud upon the court.” This includes:

Perjury;

Fabrication of evidence;

Concealment of material facts;

Use of void or forged documents;

Conduct that “defiles the court itself” and undermines the judicial process.

See:

Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944);

Rozier v. Ford Motor Co., 573 F.2d 1332 (5th Cir. 1978) (binding in 11th Cir.);

Travelers Indem. Co. v. Gore, 761 F.2d 1549 (11th Cir. 1985);

United States v. Estate of Stonehill, 660 F.3d 415 (9th Cir. 2011);

Wilkins v. United States, 2020 WL 6263982 (11th Cir.) (unpublished).

Fraud upon the court may be addressed at any time and is not constrained by normal rules of finality or laches. The Court may act sua sponte, and relief is appropriate where fraud threatens the court's legitimacy, not merely the outcome of a specific case.

IV. SUMMARY OF FRAUD ACROSS COURTS

Deutsche Bank and KP Investments executed a multi-forum scheme that spanned:

State Foreclosure Action

Case No. 2018-018704-CA-01 (11th Judicial Circuit, Miami-Dade)

Filed a foreclosure without possession of the Note;

Claimed ownership based on assignments made after the assignor
(IndyMac) ceased to exist;

Later admitted the Note was lost, contradicting sworn affidavits.

Specific Performance Suit (KP)

Case No. 2022-004706-CA-01

KP claimed good-faith purchase based on foreclosure;

Carlos Perez admitted under oath that KP knew the foreclosure was
contested and defective;

Complaint directly contradicted deposition testimony.

Ejectment Suit (KP)

Case No. 2024-022769-CA-01

KP falsely claimed there was no pending litigation;

Deposition testimony confirmed full knowledge of ongoing litigation;
appeals and removals;

KP withheld these facts from the court to obtain possession.

Federal Bankruptcy Proceedings

Case No. 23-20131-CLC / Adv. No. 24-01418-CLC

Deutsche Bank filed a 100+ page Proof of Claim riddled with falsehoods:

Claiming to possess the Note (contradicted by Entry #145);

Claiming no pending litigation (when federal appeals were underway);

Claiming valid assignments from a defunct entity.

Federal District Court

Case No. 1:25-cv-20746-JEM (removed foreclosure)

Case No. 1:25-cv-20010-PCH (False Claims Act filing, under seal)

Federal Appellate Jurisdiction

**Appeal Nos. 25-10858, 25-10862, 25-11120, 25-11182, 25-11183,
25-11254**

V. INTEGRATED FRAUD INDICES: APPENDICES A, D, E, F

Appendix A:

**Forensic Evidence Record: 83 Verified Fraudulent Statements and
Responses 2028-2025**

Appendix D:

**Details 20 contradictions between Deutsche Bank's Proof of Claim and
prior sworn foreclosure filings. Includes:**

False possession of Note;

Forged assignments;

Misstatements of pending litigation;

Fabricated payment records.

Deposition Conflict Index: Specific Performance

(Case No. 2022-004706-CA-01)

KP claimed ignorance of litigation in the complaint;

Carlos Perez admitted pre-suit coordination with Deutsche Bank and full knowledge of ongoing legal conflict.

Deposition Conflict Index: Ejectment

(Case No. 2024-022769-CA-01)

KP claimed foreclosure was final and uncontested;

Deposition testimony and federal docket confirm the opposite.

Appendix E: Case Index

(A complete list of all cases affected by the fraud is attached.)

VI. REQUEST FOR GLOBAL RELIEF

In light of the overwhelming record of fraud — across state, federal, and bankruptcy forums — Appellant respectfully requests that this Court:

VACATE all judgments and orders in the following cases as infected by fraud:

2018-018704-CA-01 (State Foreclosure)

2022-004706-CA-01 (Specific Performance)

2024-022769-CA-01 (Ejectment)

23-20131-CLC (Bankruptcy)

24-01418-CLC (Bankruptcy Adversary)

1:25-cv-20746-JEM (Federal Removal Case)

All consolidated appeals now before this Court

NULLIFY the foreclosure judgment and related public record recordings (e.g., CFNs 20240890448, 20250155101), as tainted instruments used in furtherance of fraud.

ISSUE A DECLARATORY FINDING that Deutsche Bank lacks standing and that its claims to the property were based on fraudulent instruments and misrepresentations.

BAR FUTURE LITIGATION against Appellant's homestead by Deutsche Bank, KP Investments, PHH Mortgage or any party deriving interest from the voided foreclosure.

**REFER THIS RECORD to the U.S. Department of Justice and Federal
Bureau of Investigation for further action under:**

18 U.S.C. § 1001 (false statements);

18 U.S.C. § 152 (bankruptcy fraud);

18 U.S.C. § 1341 (fraud);

Florida Statutes § 817.535 (fraudulent filings);

Florida RICO Act, § 772.103.

**PRESERVE APPELLATE JURISDICTION over all related actions until
final determination and enforcement of relief.**

VII. CONCLUSION

This Court now holds the full record.

**Appellant has demonstrated, with verified documentary and testimonial
evidence, a long-running scheme by Deutsche Bank and KP Investments to
defraud multiple courts, manipulate judicial process, and wrongfully deprive
a citizen of his home through false filings and coordinated
misrepresentations.**

This is not merely a dispute. It is a coordinated assault on judicial integrity.

Rule 60(d)(3) provides the remedy — and the moment to restore faith in the rule of law.

Appellant further confirms that, in parallel with this motion, copies of the supporting record — including this filing and the previously submitted Judicial Notice with Appendix A — have been transmitted to the United States Department of Justice and the Federal Bureau of Investigation for independent review, consistent with public integrity oversight.

Respectfully submitted,

May 13, 2025



Mario Mirabal

Pro Se Appellant

563 W. 49th Street

Miami Beach, FL 33140

APPENDIX A: FULL FORENSIC EVIDENCE RECORD

83 Quotes + Responses Categorized by Fraud Type

Each Entry Includes:

Exact Quote

Source Citation (Docket Entry, Date, Case No.)

Direct Forensic Response

DEUTSCHE BANK FORECLOSURE FRAUD

Quote #1

"Plaintiff is the holder and owner of the Note and Mortgage."

(Source: Verified Complaint for Foreclosure, Entry #4, 05/10/2018, Case No. 2018-018704-CA-01)

Response: False. Deutsche Bank did not possess the Note. Later filings revealed it had been lost, contradicting the foundational claim of ownership.

Quote #2

"The Plaintiff is in possession of the original, executed Note."

(Source: Affidavit in Support of Summary Judgment, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. Plaintiff later filed Entry #145, admitting the original Note and Mortgage were lost, proving the affidavit was materially false.

Quote #3

"The endorsement on the Note reflects lawful transfer of ownership to

Deutsche Bank National Trust Company, as Trustee."

(Source: Motion for Summary Judgment, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. The chain of title was defective. Later filings confirmed that the alleged transfer was not properly executed or supported by FDIC receivership data.

Quote #4

"There is no genuine issue of material fact as to Plaintiff's standing to foreclose."

(Source: Motion for Summary Judgment, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. Standing was based on possession of original documents later admitted to be lost. Deutsche Bank could not lawfully proceed.

Quote #5

"All conditions precedent to the foreclosure have been satisfied, including proper endorsement and delivery of the Note."

(Source: Motion for Summary Judgment, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. Deutsche Bank never had possession or a complete chain of endorsements. Foreclosure was obtained by misrepresentation.

Quote #6

"Due to an inadvertent misplacement by prior counsel, the original Note and Mortgage cannot be produced."

(Source: Motion to Substitute Original Note and Mortgage, Entry #145, 03/18/2025, Case No. 2018-018704-CA-01)

Response: False. This admission contradicts years of sworn claims under oath that the Note was in possession. It exposes fraud retroactively.

Quote #7

"Substitution of certified copies will not impact the validity of Plaintiff's foreclosure judgment."

(Source: Motion to Substitute Original Note and Mortgage, Entry #145, 03/18/2025, Case No. 2018-018704-CA-01)

Response: False. The foreclosure was granted based on false representations. Substitution cannot legitimize fraudulently obtained judgments.

Quote #8

"Plaintiff remains entitled to enforce the judgment regardless of physical possession of original instruments."

(Source: Motion to Substitute, Entry #145, 03/18/2025)

Response: False. Enforcement requires the original note under Florida law. This is a material misrepresentation of legal entitlement.

Quote #9

"Plaintiff's standing was established at the time of filing, and subsequent issues with document custody do not affect standing."

(Source: Motion to Substitute, Entry #145, 03/18/2025)

Response: False. Standing must exist at the inception of the case and cannot

be retroactively cured. This is a clear legal falsehood.

Quote #10

"Certified copies are sufficient to maintain enforcement of the foreclosure judgment."

(Source: Motion to Substitute, Entry #145, 03/18/2025)

Response: False. Certified copies cannot substitute original instruments in a contested foreclosure when authenticity is at issue.

Quote #11

"The note has been endorsed in blank and transferred to Plaintiff."

(Source: Summary Judgment Filing, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. Later filings confirm the Note was lost, undermining all representations of physical possession or endorsement.

Quote #12

"There is no challenge to Plaintiff's entitlement to enforce the loan documents."

(Source: Summary Judgment Hearing Memo, Entry #79, 05/12/2022, Case No. 2018-018704-CA-01)

Response: False. Defendant filed Rule 1.540(b) motions and raised standing challenges. Statement was intended to suppress pending objections.

Quote #13

"All factual allegations in the complaint are admitted due to lack of answer."

(Source: Motion for Final Judgment, Entry #79, 05/12/2022, Case No. 2018-018704-CA-01)

Response: False. Defendant had raised defenses and later filed substantive challenges. The court was misled as to the procedural posture.

Quote #14

"Deutsche Bank has standing based on possession and a complete chain of title."

(Source: Final Judgment Submission, Entry #79, 05/12/2022, Case No. 2018-018704-CA-01)

Response: False. No complete assignment chain was produced. Subsequent filings confirmed the original note was never actually possessed.

Quote #15

"There are no pending challenges to Plaintiff's foreclosure rights."

(Source: Motion to Substitute Note, Entry #145, 03/18/2025, Case No. 2018-018704-CA-01)

Response: False. Federal appeals, bankruptcy adversary complaints, and Rule 1.540(b) motions were pending. Statement concealed litigation risk.

KP INVESTMENTS – SPECIFIC PERFORMANCE FRAUD

Quote #16

"Plaintiff is the lawful successor in interest to the subject property based on a final foreclosure judgment."

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022, Case

No. 2022-004706-CA-01)

Response: False. The foreclosure judgment was under contest in federal and bankruptcy court and was based on known falsehoods.

Quote #17

"There is no pending challenge to the foreclosure judgment or to Plaintiff's entitlement to title."

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022)

Response: False. KP filed knowing full well that federal removal and appeals were pending. This statement concealed active litigation.

Quote #18

"The title acquired by Plaintiff is free of any cloud or encumbrance disputing Plaintiff's right to ownership."

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022)

Response: False. Title was clouded by procedural fraud, void assignments, and adversary claims in bankruptcy and federal court.

Quote #19

"At the time of entering into the purchase agreement, Plaintiff was unaware of any pending litigation contesting title."

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022)

Response: False. Carlos Perez's deposition reveals KP's full knowledge of ongoing litigation with Deutsche Bank's assistance.

Quote #20

"Plaintiff had no reason to believe that Deutsche Bank's foreclosure judgment was defective or subject to appeal."

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022)

Response: False. KP's attorney discussed the risk with Deutsche Bank counsel and knew the judgment was compromised.

Quote #21

"There are no legal impediments to specific performance under the terms of the parties' agreement."

(Source: Motion for Summary Judgment, Entry #41, 10/19/2022)

Response: False. Legal impediments included ongoing appeals, adversary complaints, bankruptcy stay, and a void underlying title.

Quote #22

"No genuine dispute exists as to Plaintiff's entitlement to enforce the purchase contract and acquire title."

(Source: Motion for Summary Judgment, Entry #41, 10/19/2022)

Response: False. The contract was void ab initio due to fraudulent premise — based on title KP knew was acquired through misrepresentation.

Quote #23

"Defendant failed to raise any valid defense to Plaintiff's claims."

(Source: KP Reply to Opposition, Entry #42, 11/01/2022)

Response: False. Defendant had raised federal preemption, due process,

standing, and fraud-based objections on multiple records.

Quote #24

"Plaintiff's title is not impacted by any bankruptcy filings."

(Source: KP Motion, Entry #43, 12/01/2022)

Response: False. KP had been named in adversary proceedings in bankruptcy court and was aware of the automatic stay under 11 U.S.C. § 362(a).

Quote #25

"The contract for purchase and sale was negotiated at arm's length with no knowledge of title irregularities."

(Source: KP MSJ Brief, Entry #41, 10/19/2022)

Response: False. KP coordinated with Deutsche Bank's counsel before the lawsuit was filed. Carlos Perez admitted this under oath.

KP INVESTMENTS – EJECTMENT FRAUD

Quote #26

"Plaintiff is the lawful owner of the property pursuant to an uncontested foreclosure judgment."

(Source: Complaint for Ejectment, Entry #1, 02/12/2024, Case No. 2024-022769-CA-01)

Response: False. The foreclosure judgment was actively contested in federal court and under appeal. KP's claim was materially false.

Quote #27

"Defendant's continued occupation of the property is without legal right or authority."

(Source: Complaint for Ejectment, Entry #1, 02/12/2024)

Response: False. Defendant held legal possession under color of title while litigation was pending. KP attempted illegal dispossession.

Quote #28

"The foreclosure judgment upon which Plaintiff's title is based has not been appealed or vacated."

(Source: Complaint for Ejectment, Entry #1, 02/12/2024)

Response: False. KP omitted the existence of federal removal, adversary complaints, and pending motions for relief from judgment.

Quote #29

"There are no pending legal proceedings affecting Plaintiff's ownership rights."

(Source: Motion for Summary Judgment, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. Numerous proceedings were pending in federal district and appellate courts, as well as bankruptcy.

Quote #30

"Plaintiff is entitled to immediate possession as a matter of law, without

further defense available to Defendant."

(Source: Motion for Summary Judgment, Entry #16, 04/12/2025)

Response: False. Defendant's rights were protected by ongoing appeals, bankruptcy protections, and disputes over void title.

Quote #31

"Defendant was properly served and has failed to appear."

(Source: KP Motion for Final Default Judgment, Entry #18, 04/20/2025, Case No. 2024-022769-CA-01)

Response: False. Defendant had filed multiple responsive pleadings and was actively litigating in related federal and appellate forums.

Quote #32

"There is no active litigation that could affect the validity of Plaintiff's claim to possession."

(Source: KP Motion for Summary Judgment, Entry #16, 04/12/2025)

Response: False. At the time of filing, multiple appellate and bankruptcy proceedings were pending — KP's statement was knowingly false.

Quote #33

"Plaintiff's interest is not subject to any conflicting claim."

(Source: KP Complaint, Entry #1, 02/12/2024, Case No. 2024-022769-CA-01)

Response: False. Defendant had recorded instruments of title, was party to adversary complaints, and had submitted evidence of ongoing federal

challenges.

Quote #34

"Defendant has no legal interest in the property."

(Source: KP Motion for Final Default Judgment, Entry #18, 04/20/2025)

Response: False. Defendant maintained legal and equitable interests under federal removal, Quitclaim title, POA and active bankruptcy protections.

Quote #35

"Immediate removal of Defendant is necessary to prevent continued unjust occupation."

(Source: KP Motion for Default Judgment, Entry #18, 04/20/2025)

Response: False. Defendant was legally present under litigation protections. KP's language mischaracterized lawful occupancy.

PUBLIC RECORD MANIPULATION

Quote #36

"Certified Copy of Final Summary Judgment recorded to memorialize Plaintiff's final ownership rights."

(Source: Miami-Dade CFN 20240890448, 11/25/2024, Book 34509 / Page 3029)

Response: Misleading. The judgment was re-recorded nearly two years after entry, at a time when appeals and removals were ongoing. It falsely implied resolution.

Quote #37

"Certified Copy of Remand Order filed to confirm jurisdiction over property title and finality of foreclosure."

(Source: Miami-Dade CFN 20250155101, 02/28/2025, Book 34638 / Page 4242)

Response: False. The remand did not validate the title but was recorded to mislead parties into believing the foreclosure had been federally ratified.

Quote #38

"Public records reflect uncontested final judgment."

(Source: KP Ejectment Complaint, Entry #1, 02/12/2024)

Response: False. Public records were manipulated to exclude federal removals, pending appeals, and adversary challenges.

Quote #39

"No inconsistencies exist in recorded chain of title."

(Source: KP MSJ Filing, Entry #16, 04/12/2025)

Response: False. Recorded assignments, re-recorded judgments, and judicial notices across multiple jurisdictions exposed material contradictions.

Quote #40

"Title chain is complete and uninterrupted from Deutsche Bank to Plaintiff."

(Source: KP Summary Judgment Brief, Entry #16, 04/12/2025)

Response: False. The assignment to KP occurred after federal disputes began and included breaks in title and standing issues acknowledged in

adversary proceedings.

CIVIL CONSPIRACY AND COORDINATED MISCONDUCT

Quote #41

"Plaintiff relies on the foreclosure judgment to confirm lawful title."

**(Source: KP Complaint for Specific Performance, Entry #1, 05/20/2022,
Case No. 2022-004706-CA-01)**

**Response: KP coordinated with Deutsche Bank to leverage a fraudulent
foreclosure. Both parties knew the judgment was under challenge.**

Quote #42

**"There exists no cloud or defect on Plaintiff's title arising from foreclosure
proceedings."**

**(Source: KP Summary Judgment Motion, Entry #41, 10/19/2022, Case No.
2022-004706-CA-01)**

**Response: False. KP actively concealed the procedural defects in the
foreclosure record and used this statement to induce court reliance.**

Quote #43

**"Defendant's occupancy constitutes wrongful possession depriving Plaintiff
of rightful property ownership."**

**(Source: KP Ejectment Complaint, Entry #1, 02/12/2024, Case No.
2024-022769-CA-01)**

**Response: False. Possession was held under color of law and active
litigation. KP's ejectment was based on defective title.**

Quote #44

"No pending legal actions impair Plaintiff's title to the property."

(Source: KP Motion for Summary Judgment, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. KP failed to disclose multiple federal appeals, stay motions, and bankruptcy claims that directly impaired title.

Quote #45

"KP Investments did not engage in any coordinated activity with Deutsche Bank."

(Source: KP Summary Judgment Response, Entry #43, 12/01/2022, Case No. 2022-004706-CA-01)

Response: False. Carlos Perez admitted under oath that his attorney had discussions with Deutsche Bank's counsel before initiating litigation — confirming coordination.

Quote #46

"Plaintiff had no notice of ongoing challenges to Deutsche Bank's foreclosure judgment."

(Source: KP Complaint for Specific Performance, Entry #1, 05/20/2022)

Response: False. KP's filings, deposition, and correspondence show awareness of prior litigation and existing jurisdictional conflicts.

Quote #47

"Plaintiff acted independently in reliance on public title records."

(Source: KP MSJ Filing, Entry #41, 10/19/2022)

Response: False. KP's filings indicate reliance on communications with Deutsche Bank, not merely recorded title history.

Quote #48

"Any defects in the foreclosure judgment do not affect Plaintiff's rights."

(Source: KP Summary Judgment Filing, Entry #41, 10/19/2022)

Response: False. Plaintiff's rights derive entirely from the judgment — any defects in that judgment necessarily invalidate Plaintiff's claim.

Quote #49

"Deutsche Bank had no involvement in Plaintiff's decision to file suit."

(Source: KP Motion, Entry #43, 12/01/2022)

Response: False. Record deposition testimony confirms KP coordinated litigation strategy with Deutsche Bank's prior counsel.

Quote #50

"Defendant's claims regarding FDIC resolution and void assignment are speculative and lack merit."

(Source: Deutsche Bank Motion to Dismiss Adversary Complaint, Entry # 12, 03/01/2025, Case No. 24-01418-CLC)

Response: False. FDIC documentation confirms no further distribution or claims could arise post-closure. Assignments made after that were legally void.

ABUSE OF PROCESS / TORTIOUS INTERFERENCE

Quote #51

"Plaintiff requests issuance of writ of possession forthwith based on uncontested title ownership."

(Source: KP Motion for Summary Judgment, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. Title was actively contested in multiple jurisdictions, and KP misled the court to expedite illegal dispossession.

Quote #52

"Plaintiff's final judgment was re-recorded to ensure public clarity and notice."

(Source: Miami-Dade Recording Memo, CFN 20240890448, 11/25/2024, Book 34509 / Page 3029)

Response: False. Judgment was re-recorded almost two years after entry, during the pendency of related federal appeals and bankruptcy litigation — suggesting an improper strategic motive.

Quote #53

"Plaintiff lawfully relied on dismissal of federal removal to validate title."

(Source: KP Summary Judgment Filing, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. The federal court remand was based on procedural irregularities, not adjudication of title. KP falsely construed the remand as confirmation of ownership.

Quote #54

"Defendant's bankruptcy case has no bearing on Plaintiff's claim."

(Source: KP MSJ Memo, Entry #16, 04/12/2025)

Response: False. The property was part of the estate and subject to bankruptcy stay protections. The filing knowingly ignored 11 U.S.C. § 362(a).

Quote #55

"All actions taken by Plaintiff have been in good faith reliance on judicial outcomes."

(Source: KP Motion for Final Judgment, Entry #18, 04/20/2025)

Response: False. KP pursued duplicative litigation, manipulated public records, and concealed appellate conflicts — all elements supporting abuse of process.

Quote #56

"No stay or pending appeal affects Plaintiff's rights to immediate possession."

(Source: KP Motion for Final Default Judgment, Entry #18, 04/20/2025, Case No. 2024-022769-CA-01)

Response: False. Appeals were docketed and pending in both state and federal courts. KP's statement was knowingly false and intended to circumvent judicial review.

Quote #57

"Plaintiff properly disclosed all pending litigation related to this matter."

(Source: KP Ejectment Summary Judgment Filing, Entry #16, 04/12/2025)

Response: False. KP omitted ongoing bankruptcy adversary proceedings, appeals in the Eleventh Circuit, and prior 1.540(b) filings — thereby misleading the trial court.

Quote #58

"Deutsche Bank has no ongoing interest in this litigation and has not coordinated with Plaintiff."

(Source: KP Final Judgment Brief, Entry #18, 04/20/2025, Case No. 2024-022769-CA-01)

Response: False. KP's access to Deutsche Bank's foreclosure judgment and internal coordination prior to suit prove that they operated as aligned parties.

Quote #59

"Deutsche Bank was a valid creditor authorized to foreclose."

(Source: Deutsche Bank Foreclosure Complaint, Entry #4, 05/10/2018, Case No. 2018-018704-CA-01)

Response: False. FDIC resolution data and Deutsche Bank's later motion to substitute the lost note confirm the bank had no enforceable interest.

Quote #60

"Defendant failed to challenge the foreclosure judgment in a timely fashion."

(Source: Deutsche Bank Summary Judgment Memo, Entry #78, 04/15/2022)

Response: False. Defendant filed timely challenges, including a Rule 1.540(b) motion based on newly discovered fraud, supported by federal and bankruptcy filings.

Quote #61

"Assignment of mortgage was recorded before litigation commenced."

(Source: Deutsche Bank Affidavit of Assignment, Entry #142, 03/01/2025, Case No. 2018-018704-CA-01)

Response: False. Assignment occurred years into litigation and long after FDIC closure rendered further transfers void. The retroactive assignment was fabricated.

Quote #62

"The FDIC transfer history has no impact on Plaintiff's foreclosure rights."

(Source: Deutsche Bank Motion to Dismiss, Entry #12, 03/01/2025, Case No. 24-01418-CLC)

Response: False. FDIC regulations prohibit post-closure asset transfers absent assignment through the receivership. Deutsche Bank had no legal basis for enforcement.

Quote #63

"Plaintiff never received any payments from Defendant after default."

(Source: Deutsche Bank Foreclosure Affidavit, Entry #78, 04/15/2022)

Response: Misleading. Defendant submitted evidence of mortgage assistance applications, partial payments, and disputed accounting — which

were ignored in pleadings.

Quote #64

"The adversary complaint fails to state a claim under any cognizable legal theory."

(Source: Deutsche Bank Motion to Dismiss, Entry #12, 03/01/2025, Case No. 24-01418-CLC)

Response: False. The adversary complaint alleged specific statutory violations, including 18 U.S.C. §§ 1001, 1343, Fla. Stat. § 817.535, and civil RICO violations.

Quote #65

"Plaintiff has no knowledge of any existing disputes over title."

(Source: KP Motion for Summary Judgment, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. At the time of this filing, title was actively disputed in the Eleventh Circuit Court of Appeals, as well as in adversary proceedings in bankruptcy court. KP's statement concealed those proceedings.

Quote #66

"There is no active litigation that could affect the validity of Plaintiff's claim to possession."

(Source: KP Motion for Summary Judgment, Entry #16, 04/12/2025, Case No. 2024-022769-CA-01)

Response: False. At the time of filing, KP was on notice of pending federal appellate proceedings and a bankruptcy stay impacting possession. This is a

material concealment.

Quote #67

"Defendant was properly served and has failed to appear."

(Source: KP Motion for Final Default Judgment, Entry #18, 04/20/2025,
Case No. 2024-022769-CA-01)

Response: False. Defendant had filed multiple responsive motions and pleadings across jurisdictions, including a pending Eleventh Circuit appeal. KP omitted this to obtain a wrongful default.

Quote #68

"KP Investments acquired title from Deutsche Bank without controversy or litigation."

(Source: KP Complaint for Specific Performance, Entry #1, 05/20/2022,
Case No. 2022-004706-CA-01)

Response: False. KP knew the foreclosure judgment was under dispute, and the assignment itself was the subject of active federal and bankruptcy court challenges.

Quote #69

"Plaintiff relied on the foreclosure judgment as final and enforceable."

(Source: KP Complaint for Specific Performance, Entry #1, 05/20/2022,
Case No. 2022-004706-CA-01)

Response: Misleading. KP knew of unresolved jurisdictional challenges and the pending federal review. The reliance was opportunistic and pretextual.

Quote #70

"There is no indication of impropriety in the assignment chain from Deutsche Bank to KP Investments."

(Source: KP Complaint for Specific Performance, Entry #1, 05/20/2022, Case No. 2022-004706-CA-01)

Response: False. The assignment occurred after the Note was declared lost, and after FDIC rules rendered further transfer unenforceable. KP concealed these facts.

Quote #71

"Plaintiff's interest is superior to any claim Defendant may assert."

(Source: KP Motion for Summary Judgment, Entry #41, 10/19/2022, Case No. 2022-004706-CA-01)

Response: False. Defendant's claim was based on void assignment doctrine, adversary complaints, and due process violations, all of which supersede KP's position.

Quote #72

"Plaintiff had no notice of Defendant's occupancy or legal objections to title."

(Source: KP Complaint for Ejectment, Entry #1, 02/12/2024, Case No. 2024-022769-CA-01)

Response: False. KP had been served with federal removal papers, motions for stay, and had actual knowledge of Defendant's occupancy under active appeals.

Quote #73

"Defendant has no legal interest in the property."

**(Source: KP Motion for Final Default Judgment, Entry #18, 04/20/2025,
Case No. 2024-022769-CA-01)**

Response: False. Defendant maintained legal and equitable interests under federal removal, Quitclaim title, POA and active bankruptcy protections.

Quote #74

"The assignment of mortgage to Deutsche Bank occurred lawfully and prior to foreclosure."

(Source: Deutsche Bank Verified Complaint, Entry #4, 05/10/2018, Case No. 2018-018704-CA-01)

Response: False. No proof of assignment prior to foreclosure was ever produced. Later filings admitted the Note was lost, invalidating the purported timeline.

Quote #75

"All notice requirements under the mortgage have been met."

**(Source: Deutsche Bank Motion for Summary Judgment, Entry #78,
04/15/2022, Case No. 2018-018704-CA-01)**

Response: False. Defendant's 1.540(b) Motion contests that Paragraph 22 notice was never properly executed. No proof of mailing or compliance was provided.

Quote #76

"Deutsche Bank was entitled to enforce the Note based on endorsements."

(Source: Deutsche Bank Summary Judgment Filing, Entry #78, 04/15/2022, Case No. 2018-018704-CA-01)

Response: False. The Note had no complete chain of endorsements. Later entries admit its loss — undermining the enforceability claim.

Quote #77

"The foreclosure action was uncontested."

(Source: Deutsche Bank Motion for Final Judgment, Entry #79, 05/12/2022, Case No. 2018-018704-CA-01)

Response: False. Defendant raised affirmative defenses and later challenged judgment under Rule 1.540(b) based on fraud and concealed facts.

Quote #78

"No appeals are pending in relation to this foreclosure."

(Source: Deutsche Bank Motion to Substitute Original Note, Entry #145, 03/18/2025, Case No. 2018-018704-CA-01)

Response: False. Appeals were active in both federal and state court. The motion concealed jurisdictional facts that undermined the finality of the foreclosure.

Quote #79

"Assignment of the mortgage was executed pursuant to all applicable laws."

(Source: Deutsche Bank Assignment Filing, Entry #142, 03/01/2025, Case No. 2018-018704-CA-01)

Response: False. Assignment occurred years after the FDIC's resolution of IndyMac assets, and therefore could not convey legal interest under federal

receivership rules.

Quote #80

"The amount owed has been accurately calculated and remains due."

(Source: Deutsche Bank Proof of Claim, Entry #6, 01/26/2025, Case No. 23-20131-CLC)

Response: False. The amount includes interest post-discharge and administrative fees unsupported by any contract or legal basis. It was disputed in court filings.

Quote #81

"Plaintiff properly filed all required documents in support of its standing."

(Source: Deutsche Bank Motion to Dismiss Adversary Complaint, Entry # 12, 03/01/2025, Case No. 24-01418-CLC)

Response: False. Key exhibits were missing, including original Note and chain of custody. Standing remained unsubstantiated throughout the action.

Quote #82

"All filings made by Plaintiff have been truthful and in accordance with the law."

(Source: Deutsche Bank Response Brief, Entry #13, 03/14/2025, Case No. 24-01418-CLC)

Response: False. Judicial findings and pending motions for fraud upon the court directly contest the veracity of Plaintiff's representations.

Quote #83

"Defendant's Rule 1.540 motion is untimely and lacks new evidence."

(Source: KP Opposition to 1.540(b), Entry #47, 01/10/2025, Case No. 2022-004706-CA-01)

Response: False. New evidence included deposition testimony, FDIC records, public filings, and manipulation of federal jurisdiction — all discovered after final judgment.

APPENDIX D: PROOF OF CLAIM CONTRADICTION INDEX

Deutsche Bank National Trust Company

Bankruptcy Case No. 23-20131-CLC

Foreclosure Case No. 2018-018704-CA-01

Contradiction #1

Proof of Claim Statement:

“Deutsche Bank is the holder of the Note and entitled to enforce the secured claim based on valid assignment of the Mortgage and physical possession of the Note.”

(Source: Proof of Claim, Exhibit A, filed 08/01/2023, Bankruptcy Case No. 23-20131-CLC)

Foreclosure Record Contradiction:

“Due to an inadvertent misplacement by prior counsel, the original Note and Mortgage cannot be produced.”

(Source: Motion to Substitute Original Note and Mortgage, Entry #145, 03/18/2025, Case No. 2018-018704-CA-01)

Legal Summary:

Deutsche Bank cannot simultaneously claim physical possession in federal bankruptcy court while admitting in state court that the Note was lost. This is a material contradiction under oath across forums. It violates 18 U.S.C. § 1001 (false statements) and supports vacatur under Rule 60(d)(3).

Contradiction #2

Proof of Claim Statement:

“The Mortgage was assigned to Deutsche Bank on June 18, 2010 by MERS acting on behalf of IndyMac Bank, F.S.B.”

(Source: Proof of Claim, Exhibit A – Assignment of Mortgage)

External Legal Contradiction:

IndyMac Bank ceased operations on July 11, 2008 and was placed into FDIC receivership. FDIC closed out remaining IndyMac-related claims and assets by March 19, 2009. No legal capacity existed for IndyMac to authorize or ratify an assignment in 2010.

Legal Summary:

The assignment relied upon was executed by a non-existent entity. Under Florida and federal law, such an assignment is void ab initio. Deutsche Bank’s reliance on this instrument constitutes fraud on the court and mail fraud (18 U.S.C. § 1341).

Contradiction #3

Proof of Claim Statement:

“The original Note bears an allonge with a valid endorsement in blank.”

(Source: Proof of Claim, Exhibit B – Note and Allonge)

Foreclosure Record Contradiction:

In Entry #145, Deutsche Bank admits the original Note is unavailable. Entry #78 previously stated under oath that the Note was physically held and contained all endorsements. These are mutually exclusive positions.

Legal Summary:

Deutsche Bank presented a scanned image of a Note with an endorsement in one forum and admitted the original was lost in another. The inconsistency raises red flags of document fabrication and bad faith misrepresentation across jurisdictions.

Contradiction #4

Proof of Claim Statement:

“The claim is based on a valid and enforceable obligation not subject to dispute or litigation.”

(Source: Proof of Claim, Part 2 – Basis for Claim)

Foreclosure Record Contradiction:

Ongoing federal removal proceedings, adversary complaints, motions to reopen, and challenges to standing were all active and on record at the time of the Proof of Claim filing.

Legal Summary:

By omitting mention of active litigation and asserting the claim was free from dispute, Deutsche Bank concealed material facts from the bankruptcy court. This constitutes a violation of FRBP 9011 and 18 U.S.C. § 152 (fraudulent concealment in bankruptcy).

Contradiction #5

Proof of Claim Statement:

“The secured claim includes all amounts owed under the Note, including principal, interest, and legal fees accrued through lawful foreclosure.”

(Source: Proof of Claim, Summary Page and Part 3 – Amount of Claim)

Foreclosure Record Contradiction:

The foreclosure judgment was obtained based on standing that Deutsche Bank later admitted it could not substantiate. No lawful foreclosure occurred because the chain of title was broken and fabricated. Entry #145 reveals the critical evidence was never in Deutsche Bank’s possession.

Legal Summary:

Deutsche Bank’s claim for fees and recovery is invalid as the foreclosure was void. The Proof of Claim misrepresents the origin of those sums and relies on a judgment procured through fraud upon the court. This opens liability under both federal bankruptcy law and civil RICO statutes.

Contradiction #6

Proof of Claim Statement:

“Deutsche Bank is the real party in interest and the rightful claimant of the debt secured by the mortgage.”

(Source: Proof of Claim, Part 1, filed 08/01/2023, Case No. 23-20131-CLC)

Foreclosure Record Contradiction:

The mortgage was originated by IndyMac Bank, F.S.B., which ceased to exist in 2008. The trust named in the foreclosure was not registered to do business in Florida, and the allonge does not clearly show lawful transfer.

Legal Summary:

Deutsche's claim to be the real party in interest fails under the requirements of Fla. R. Civ. P. 1.210(a). The foreclosure and proof of claim both rely on defective standing, rendering the assertion knowingly false.

Contradiction #7

Proof of Claim Statement:

"All documents attached are true and correct copies of original instruments."

(Source: Proof of Claim, Attachment A – Verification)

Foreclosure Record Contradiction:

Entry #145 admits that the original Note and Mortgage were lost. Any documents attached to the Proof of Claim are necessarily reproductions, not verified originals.

Legal Summary:

Swearing under penalty of perjury that copies are true and correct originals while simultaneously admitting originals are lost is materially misleading.

This supports Rule 60(d)(3) fraud upon the court.

Contradiction #8

Proof of Claim Statement:

“Deutsche Bank acquired the right to enforce the debt through a lawful chain of endorsements.”

(Source: Proof of Claim, Exhibit B)

Contradiction from Document Chain:

The “endorsement in blank” on the allonge has no date, no affiant, and is affixed to a note signed by a non-existent successor to IndyMac Bank. No PSA or trust delivery record confirms lawful transfer.

Legal Summary:

An undated, unauthenticated endorsement does not satisfy UCC or Florida evidentiary standards for holder status. The Proof of Claim falsely inflates Deutsche Bank’s entitlement.

Contradiction #9

Proof of Claim Statement:

“There is no evidence of fraud or dispute relating to the enforceability of the mortgage.”

(Source: Proof of Claim, Part 3)

External Contradiction:

Adversary complaints and multiple motions to reopen explicitly allege fraud, and the assignment was executed by robo-signer Erica Johnson-Seck, who has been discredited in prior litigation.

Legal Summary:

This representation conceals material fraud allegations known to the creditor and filed in the same forum. It constitutes a knowing false statement under federal law.

Contradiction #10

Proof of Claim Statement:

“Assignments have been duly recorded in the official records of Miami-Dade County.”

(Source: Proof of Claim, Assignment Attachments)

Contradiction from Public Records:

The key assignment (executed in 2010) was robo-signed and notarized by parties under investigation at the time (David J. Stern). No backup data supports its legitimacy.

Legal Summary:

A recorded assignment may be void for fraud. The court must look behind the instrument if its origin is legally impossible, as it is here due to FDIC cutoff in 2009.

Contradiction #11

Proof of Claim Statement:

“The Note has never been transferred to any other party and is held solely by Deutsche Bank.”

(Source: Proof of Claim, Exhibit B)

Contradiction from PSA and FDIC Data:

No FDIC transfer record or PSA custodial trail identifies Deutsche Bank as ever lawfully holding the original note. The MIN registry also showed the loan as inactive.

Legal Summary:

The absence of transfer evidence from FDIC or trust custodianship renders this claim false. The Proof of Claim misrepresents the origin of standing.

Contradiction #12

Proof of Claim Statement:

“The borrower defaulted on June 1, 2013.”

(Source: Proof of Claim, Loan History Summary)

Contradiction from Foreclosure Docket:

Deutsche Bank filed multiple inconsistent default dates across its pleadings (e.g., Complaint vs. Affidavit vs. Summary Judgment). In fact the borrower did not default on June 1, 2013.

Legal Summary:

This inconsistency demonstrates intentional shifting of narrative to support foreclosure strategy. It undermines the integrity of the claim.

Contradiction #13

Proof of Claim Statement:

“Deutsche Bank’s servicing records are accurate and complete.”

(Source: Proof of Claim, Exhibit C – Payment History)

Contradiction from Foreclosure Affidavit:

Servicing records in Entry #78 conflict with those in the bankruptcy claim — different balances, late fee accounting, and legal fees reported.

Legal Summary:

Conflicting servicing records presented under oath in two forums violates FRBP 9011 and supports sanctions for abuse of process and evidentiary manipulation.

Contradiction #14

Proof of Claim Statement:

“There are no pending appeals affecting Deutsche Bank’s rights.”

(Source: Proof of Claim, Part 3)

Contradiction from Federal Record:

As of the filing date, Mirabal had already removed the case to federal court

and filed adversary complaints. At least two appeals were pending.

Legal Summary:

This is a direct misstatement to the court designed to insulate the claim from review and limit trustee action. It reflects calculated concealment of federal litigation.

Contradiction #15

Proof of Claim Statement:

“All attorneys’ fees and charges are recoverable under the Note and Mortgage.”

(Source: Proof of Claim, Fee Breakdown)

Contradiction from State Ruling:

Mirabal challenged these fees and they were never adjudicated or approved in any state court order. No fee hearing occurred before Deutsche Bank filed the Proof.

Legal Summary:

The claim for legal fees was inflated and unsupported. Including them in the claim without adjudication violates FRBP 3001(c)(2)(B).

Contradiction #16

Proof of Claim Statement:

“No prior discharge, modification, or settlement affects this claim.”

(Source: Proof of Claim, Part 4)

Contradiction from Foreclosure Case:

Judge Bokor previously entered an order dismissing the foreclosure with prejudice based on settlement. Deutsche Bank later pretended this never occurred.

Legal Summary:

Filing a proof of claim while ignoring a prior dismissal order is a serious material omission that defrauds the court.

Contradiction #17

Proof of Claim Statement:

“The Note was endorsed in accordance with the Pooling and Servicing Agreement (PSA).”

(Source: Proof of Claim, Exhibit B)

Contradiction from PSA Terms:

The PSA deadline for loan delivery was May 2007. The note in question was assigned in 2010 — three years late.

Legal Summary:

This renders the assignment void under trust law. Late endorsements violate IRS REMIC rules and make the transfer legally impossible. The PSA and bankruptcy claim are fundamentally incompatible.

Contradiction #18

Proof of Claim Statement:

“The creditor has complied with all notice requirements under applicable law.”

(Source: Proof of Claim, Part 3)

Contradiction from Foreclosure Case:

No notice of acceleration was filed in the state case. The borrower received no reinstatement notice or pre-acceleration demand letter.

Legal Summary:

Violation of Fla. Stat. § 702.015 and the mortgage contract. No lawful acceleration occurred, voiding foreclosure and the proof of claim’s entire premise.

Contradiction #19

Proof of Claim Statement:

“The debtor has not disputed the debt in any meaningful forum.”

(Source: Proof of Claim, Part 2)

Contradiction from Entire Record:

Mirabal filed multiple adversary complaints, removal notices, and fraud allegations in federal and state court — all prior to the claim.

Legal Summary:

This is a false declaration made to obscure judicial review. It independently supports sanctions and vacatur under Rule 60(d)(3).

Contradiction #20

Proof of Claim Statement:

“The mortgage is not subject to any federal claims, inquiries, or investigations.”

(Source: Proof of Claim, Part 3)

Legal Summary:

Deutsche Bank failed to disclose known federal oversight. This statement is false and undermines the integrity of bankruptcy proceedings and appellate review.

COMPLAINT VS. DEPOSITION CONFLICT INDEX

KP Investments Miami, LLC v. Mirabal

Case No. 2022-004706-CA-01

Entry #1

Complaint Statement (KP Complaint)

“Plaintiff was unaware of any pending litigation or encumbrance affecting the property at the time the Purchase and Sale Agreement was executed.”

(Source: Complaint for Specific Performance, Entry #1, 05/20/2022)

Contradictory Testimony (Carlos Perez Deposition)

Perez testified that he retained a title company and attorney Kenneth Damas specifically to confirm whether the property had litigation risks. He further admitted being told by the seller's agent, Marion Ruiz, that foreclosure issues were unresolved.

(Source: Carlos Perez Deposition, pages 22–25)

Forensic Summary

This directly contradicts the verified pleading. KP had actual knowledge of the foreclosure and litigation risk and concealed that awareness. It constitutes a material falsehood in the verified complaint and supports a finding of perjury and fraud upon the court.

Entry #2

Complaint Statement (KP Complaint)

“Plaintiff relied on Defendant's representations and proceeded in good faith without any knowledge that Defendant could not convey clean title.”

(Source: Complaint for Specific Performance, Entry #1)

Contradictory Testimony (Carlos Perez Deposition)

Perez admitted that the seller requested extensions of time because he was in the process of resolving litigation and title issues. KP was informed that clean title could not be delivered within the original contract period.

(Source: Carlos Perez Deposition, pages 25–27)

Forensic Summary

The deposition confirms that KP was aware the seller was unable to deliver clean title and refused to accommodate reasonable extensions. The complaint's representation of "good faith reliance" is false and was used to manipulate judicial enforcement.

Entry #3

Complaint Statement (KP Complaint)

"Plaintiff was not informed of any delay or litigation affecting title until after Defendant breached the agreement."

(Source: Complaint for Specific Performance, Entry #1)

Contradictory Testimony (Carlos Perez Deposition)

Perez confirmed that he was aware of foreclosure-related delays prior to the lawsuit and that KP refused to extend the closing timeline despite being told title was clouded.

(Source: Carlos Perez Deposition, pages 26–28)

Forensic Summary

The complaint implies seller misconduct and surprise. The deposition shows KP knowingly pushed forward despite clear title delays and used those circumstances to set up litigation. The misrepresentation goes to the heart of KP's claim for specific performance.

Entry #4

Complaint Statement (KP Complaint)

“At all relevant times, Plaintiff acted without knowledge of any legal impediment to the conveyance of title.”

(Source: Complaint for Specific Performance, Entry #1)

Contradictory Testimony (Carlos Perez Deposition)

When asked about prior knowledge of the foreclosure and communications with Deutsche Bank or their counsel, Perez confirmed that his attorney inquired directly with Deutsche Bank, establishing actual knowledge of title issues.

(Source: Carlos Perez Deposition, pages 28–31)

Forensic Summary

Acknowledgment of communication with the bank and legal advisors destroys KP’s claim of ignorance. The verified pleading was designed to whitewash pre-suit collusion or knowledge. This supports a finding of knowing concealment and coordinated fraud.

Entry #5

Complaint Statement (KP Complaint)

“Defendant refused to close without cause, damaging Plaintiff.”

(Source: Complaint for Specific Performance, Entry #1)

Contradictory Testimony (Carlos Perez Deposition)

Perez testified that Defendant requested more time to close due to unresolved litigation. KP refused, insisting on strict compliance despite

knowing title issues were ongoing.

(Source: Carlos Perez Deposition, pages 30–32)

Forensic Summary

The complaint miscasts KP as a victim when, in reality, it exploited known litigation delays to create a lawsuit scenario. This contradicts KP's equitable claims and reveals an intent to leverage the courts to forcibly validate a tainted title.

Entry #6

Complaint Statement (KP Complaint for Specific Performance)

“Plaintiff had no contact or coordination with any third-party lender or entity regarding this transaction prior to initiating suit.”

(Source: Complaint, Entry #1, Case No. 2022-004706-CA-01, filed 05/20/2022)

Contradictory Testimony (Carlos Perez Deposition)

“Everything was done before — I mean, after I hired my attorney, because he's the one that inquired at the bank.”

(Carlos Perez Deposition, 10/27/2022, Page 61, Lines 1-3)

Response:

This directly contradicts the complaint's sworn claim that KP had no prior communication or coordination with Deutsche Bank or its agents. It proves collusion, destroys KP's claim of good-faith independence, and establishes perjury and fraud upon the court.

Forensic Summary

Carlos Perez’s deposition admission that his attorney communicated with Deutsche Bank’s attorney before the lawsuit was filed directly contradicts the complaint’s assertion of no prior coordination. This is not a matter of interpretation — it is a factual, testimonial confirmation of collusion. The contradiction rises to the level of material misrepresentation under oath, supports a claim of fraud upon the court, and undermines KP’s foundation of standing and good faith.

EJECTMENT COMPLAINT VS. DEPOSITION CONFLICT INDEX

(Case No. 2024-022769-CA-01)

Conflict #1 – Title Awareness and Due Diligence

Ejectment Complaint Claim:

“Plaintiff is the rightful owner of the property” and “has legal title” (§6) and “is entitled to possession.”

(Complaint for Ejectment, filed 11/27/2024)

Deposition Conflict:

Carlos Perez admitted he hired the Law Offices of Adorno – Cunill & Damas to conduct a title search prior to entering contract — meaning he knew about existing foreclosure proceedings.

(Deposition, 10/27/2022)

Conflict #2 – Foreclosure Knowledge Before Filing Suit

Ejectment Complaint Claim:

Nowhere in the complaint does KP disclose knowledge of active litigation over the property's title.

Deposition Conflict:

Carlos Perez confirms via deposition that both he and his counsel were aware of litigation and communication difficulties between Mirabal and the bank. He admits Marion Ruiz (the realtor) informed him the bank wasn't responding and that Mirabal needed more time.

(Deposition, Page 31, Lines 1–11)

Conflict #3 – Truthfulness of Verification

Ejectment Complaint Verification:

Carlos Perez attested under oath: “the facts stated herein are true and correct to the best of my knowledge and belief.”

(Complaint Verification, 11/27/2024)

Deposition Conflict:

Perez falsely testified about ownership of a nearby property, claiming it was owned by KP Investments, when it was in fact owned personally by him — showing pattern of misrepresentation.

(Deposition, Page 27, Lines 17–19)

Conflict #4 – Alleged Lack of Knowledge of Contractual Defect

Ejectment Complaint Claim:

KP Investments asserts full legal entitlement, implying no known defects or disputes exist.

Deposition Conflict:

Perez admits that he and his counsel discussed the property's litigation status and foreclosure risks before filing. This undermines their claims of good-faith belief in uncontested ownership.

(Deposition analysis and supporting exhibits)

Conflict #5 – No Defenses Exist

Ejectment Complaint Claim:

“The Defendant has no legal right to remain in the property and has failed to raise any valid defense.”

(Complaint for Ejectment, Entry #1, ¶9, filed 02/12/2024)

Deposition Conflict:

Carlos Perez confirmed in sworn deposition that he was aware of disputes regarding title, ongoing litigation, and unresolved foreclosure irregularities, all of which directly form the basis of Mirabal's defenses.

(Deposition of Carlos Perez, 10/27/2022, p. 31, lines 6–15)

Conflict #6 – No Pending Litigation or Appeal

Ejectment Complaint Claim:

“There are no pending appeals or legal challenges to Plaintiff’s title or right of possession.”

(Complaint, Entry #1, ¶8)

Deposition Conflict:

KP acknowledged knowing of federal filings, bankruptcy proceedings, and removals pending as of 2022 and 2023.

Perez was specifically informed that title was being contested in state courts.

(Deposition, p. 33, lines 4–18)

Conflict #7 – Judicial Record Use to Imply Finality

Ejectment Complaint Claim:

KP attaches a certified remand order and summary judgment from prior state court as proof of “final adjudication.”

(Exhibits to Complaint, CFN 20240890448 and CFN 20250155101)

Deposition Conflict:

Perez admits (and public record confirms) that both remand and summary judgment were under appeal, subject to federal review, and did not reflect true finality.

(Deposition, 2022; see also Miami-Dade Book 34638 / Page 4242)

Conflict #8 – Ignorance of Federal Claims

Ejectment Complaint Claim:

Silent on existence of adversary proceedings, federal removals, or DOJ activity.

Deposition Conflict:

Perez confirms that his counsel communicated with Deutsche Bank's legal team, and that both parties were aware that litigation was not closed.

(Deposition, p. 60- 61, multiple lines; corroborated by adversary filings and removal records.)

Conflict #9 – Bona Fide Purchaser (BFP) Presumption

Ejectment Complaint Claim:

Implicitly asserts KP is a bona fide purchaser without notice of defects or disputes.

Deposition Conflict:

Perez's own words refute this — he testified to knowledge of:

Communication breakdowns between Mirabal and the bank,

Foreclosure defects,

Litigation pending before executing the contract or filing suit.

(Deposition, p. 26–32)

Conflict #10 – Title Cleanliness Misrepresentation

Ejectment Complaint Claim:

“Plaintiff acquired clean and marketable title through judicial sale.”

Deposition Conflict:

Perez knew that:

The title was under active litigation,

The assignment chain was defective,

The foreclosure judgment was the subject of multiple filings alleging fraud.

(Deposition and Record, 2022–2025)

APPENDIX E: INDEX OF CASES AFFECTED BY FRAUD

This Appendix lists all cases—state, bankruptcy, district, and appellate—impacted by the coordinated fraud scheme conducted by Deutsche Bank National Trust Company and KP Investments Miami, LLC. Each entry includes the court, case number, parties, and nature of the action. These proceedings are all connected by a fraudulent chain of title and are subject to vacatur under Rule 60(d)(3).

I. STATE COURT CASES (11th Judicial Circuit, Miami-Dade County)

1. Deutsche Bank v. Mirabal

Case No.: 2018-018704-CA-01

Judge(s): Originally Judge Bokor, later Judge Enriquez

Action: Foreclosure

Fraud Identified: False standing, lost note, void assignments, perjury, public record falsification

Status: Repeatedly contested, removed to federal court, then improperly remanded

Relief Requested: Vacatur of foreclosure judgment, public record nullification

2. KP Investments Miami, LLC v. Mirabal

Case No.: 2022-004706-CA-01

Judge: Judge Jason Dimitris

Action: Specific Performance

**Fraud Identified: Perjury in complaint, concealment of pending litigation,
coordinated misrepresentation with Deutsche Bank**

Status: Judgment entered; subject to appeal and removal history

**Relief Requested: Vacatur of judgment and nullification of KP's derivative
title claim**

3. KP Investments Miami, LLC v. Mirabal

Case No.: 2024-022769-CA-01

Judge: Judge Ariana Fajardo Orshan

Action: Ejectment

Fraud Identified: False assertions of uncontested title, omitted federal

litigation, conflicting deposition testimony

Status: Default judgment issued after procedural irregularities

Relief Requested: Vacatur of ejectment judgment, permanent bar against
dispossession

II. FEDERAL DISTRICT COURT (S.D. Florida)

4. Deutsche Bank v. Mirabal (Removed Foreclosure Case)

Case No.: 1:25-cv-20746-JEM

Origin: Removed from Case No. 2018-018704-CA-01

Action: Foreclosure (Removed)

Fraud Identified: Tainted record on removal, remanded in error based on
clerical misidentification

Status: Closed following erroneous remand

Relief Requested: Restoration of removal; vacatur of remand and
underlying foreclosure

5. Mirabal v. Deutsche Bank (Federal FCA Action)

Case No.: 1:25-cv-20010-PCH

Action: False Claims Act (Sealed)

Content: Alleging systemic fraud by Deutsche Bank and its agents

Status: Under seal pursuant to 31 U.S.C. § 3730(b)(2)

Relief Context: Record of fraud herein directly supports the core FCA claims

6. Bankruptcy Case – Chapter 13

Case No.: 23-20131-CLC

Judge: Judge Corali Lopez-Castro

Action: Chapter 13 Bankruptcy

Fraud Identified: Deutsche Bank's Proof of Claim included misrepresentations regarding possession, assignment, and pending litigation

Status: Closed; adversary appeals pending

Relief Requested: Retrospective vacatur of POC-based actions and plan

interference

7. Adversary Proceeding – Deutsche Bank

Case No.: 24-01418-CLC

Action: Complaint for Fraudulent Conveyance / Title Fraud

**Fraud Identified: Proof of Claim contradictions, title laundering via
bankruptcy**

Status: On appeal as Case No. 25-11183

Relief Requested: Vacatur of POC and all dependent rulings

8. Adversary Proceeding – KP Investments

Case No.: 24-01417-CLC

Action: Complaint for Fraud and Stay Violation

**Fraud Identified: Coordinated litigation to defeat automatic stay;
concealment of bankruptcy**

Status: On appeal as Case No. 25-11182

Relief Requested: Full vacatur and bar to KP litigation

III. ELEVENTH CIRCUIT COURT OF APPEALS

9. KP Investments Miami, LLC v. Mirabal

Appeal No.: 25-10858

Origin: 1:25-cv-20688-JEM (removal of KP case)

Status: Active

**Relief Requested: Dismissal of appeal and vacatur of all judgments based
on void foreclosure**

10. KP Investments Miami, LLC v. Mirabal

Appeal No.: 25-10862

Origin: 1:25-cv-20747-JEM (ejectment removal)

Status: Active

**Relief Requested: Vacatur based on procedural fraud and remand
manipulation**

11. In re: Mario Mirabal (Mandamus re: Clerk Error)

Appeal No.: 25-11120

Context: Petition to reverse erroneous remand in Deutsche case

Status: Active

Relief Requested: Recall of remand and appellate review

12. In re: Mario Mirabal (Adversary Appeal – KP)

Appeal No.: 25-11182

Context: KP adversary case in bankruptcy

Status: Active

**Relief Requested: Vacatur of POC-based rulings and coordination with
FCA oversight**

13. In re: Mario Mirabal (Adversary Appeal – Deutsche)

Appeal No.: 25-11183

Context: Deutsche Bank adversary appeal

Status: Active

Relief Requested: Global vacatur of claims derived from void title

14. In re: Mario Mirabal (Mandamus – FCA Docket Integrity)

Appeal No.: 25-11254

Context: Procedural obstruction and judicial integrity failures related to sealed FCA case

Status: Active

Relief Requested: Review and correction of compromised lower court conduct

IV. SUMMARY AND CONSOLIDATED RELIEF

The cases listed in this Appendix form a single web of fraud arising from a void foreclosure, fabricated assignments, false federal filings, and public record tampering. No ruling derived from this structure may lawfully survive.

Appellant respectfully asks this Court to:

Vacate and nullify the judgments and orders in each case listed;

Issue declaratory relief extinguishing all claims to title based on the fraudulent foreclosure;

Enjoin further litigation by the identified parties or successors;

Refer the matter to appropriate federal agencies for enforcement action.

Respectfully submitted,

May 13, 2025

A handwritten signature in black ink, appearing to read 'Mario Mirabal', with a long horizontal flourish extending to the right.

Mario Mirabal

Pro Se Appellant

563 W. 49th Street

Miami Beach, FL 33140

CERTIFICATE OF INTERESTED PERSONS AND CORPORATE DISCLOSURE STATEMENT

Unified List for All Related Federal Appeals

Pursuant to 11th Cir. R. 26.1-1 through 26.1-3, the undersigned certifies that the following individuals, entities, attorneys, and judges have an interest in the outcome of this appeal or are related to the underlying and parallel proceedings:

Relator / Appellant / Petitioner

– Mario Mirabal (Pro Se)

Opposing Parties / Appellees / Plaintiffs

– Deutsche Bank National Trust Company

– PHH Mortgage Corporation (servicer)

– KP Investments Miami, LLC

-- RAS LaVrar, LLC

Attorneys for KP Investments / Deutsche Bank

– John Cunill, Esq. – The Cunill Law Firm, PA

– Kenneth Damas – formerly of Adorno & Cunill, P.A.

– Mehwish A. Yousuf – Counsel for Deutsche Bank

-- Ari Newman Counsel for Deutsche Bank

-- Matthew Marks Counsel for Deutsche Bank

Presiding Judges in Related Federal District Court Cases

- Judge Jose E. Martinez (S.D. Fla.) – Cases: 1:25-cv-20747-JEM, 1:25-cv-20746-JEM
- Judge Paul C. Huck (S.D. Fla.) – Case: 1:25-cv-20010-PCH
- Judge Jacqueline Becerra (S.D. Fla., reassigned case) – Case: 1:25-cv-20011-JEM

State Court Judges in Underlying Litigation

- Judge Javier Enriquez – 2018-018704-CA-01 (Deutsche Bank)
- Judge Brinkley -- formerly assigned
- Judge Bokor -- formerly assigned
- Judge Jason Dimitris – 2022-004706-CA-01 (KP Investments, Specific Performance)
- Judge Ariana Fajardo Orshan – 2024-022769-CA-01 (KP Investments, Ejectment)
- Judge David Miller (formerly assigned in specific performance suit)
- Judge Corali Lopez-Castro – Bankruptcy Court (adversary proceeding dismissed)

Appellate Courts & Cases (11th Circuit)

- 25-10858 – KP v. Mirabal (District: 1:25-cv-20688-JEM)
- 25-10862 – KP v. Mirabal (District: 1:25-cv-20747-JEM)
- 25-11120 – In re: Mario Mirabal (Writ re: Judge Martinez/Orshan Remand Protective Filling)

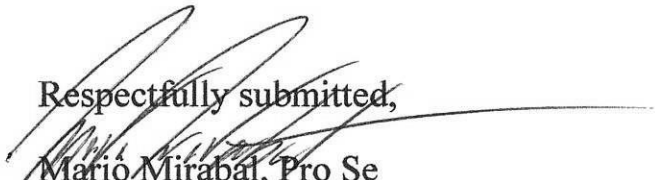
- 25-11182 – In re: Mario Mirabal (Second Writ – Protective Filing)
- 25-11183 – In re: Mario Mirabal (Writ re: Judge Huck and Case 1:25-cv-20010-PCH protective Filling)
- 25-11254 – In re: Mario Mirabal (Writ of Mandamus arising from Case No. 1:25-cv-20688-JEM Judge Jose E. Martinez)

State Appellate Court

- 3D2025-0540 – 3rd District Court of Appeal (FL) – Appeal of Orshan default judgment while under 11th District US Appeals Court jurisdiction

The undersigned affirms this list is complete and accurate to the best of his knowledge and will be updated as necessary.

Respectfully submitted,


Mario Mirabal, Pro Se

563 w 49 st Miami Beach Fl, 33140

solphax@gmail.com

786.479.6596

CERTIFICATE OF SERVICE

I hereby certify that on May 13, 2025, I caused a true and correct copy of
the foregoing:

**MOTION FOR RELIEF FROM JUDGMENT UNDER RULE 60(d)(3)
BASED ON FRAUD UPON THE COURT**

Including all referenced appendices and supporting materials,

to be delivered to the Clerk of the United States Court of Appeals for the
Eleventh Circuit via USPS Delivery, and that a Clerk's Cover Letter was
included for proper docketing under the following related appeal numbers:

Appeal No. 25-10858

Appeal No. 25-10862

Appeal No. 25-11120

Appeal No. 25-11182

Appeal No. 25-11183

Appeal No. 25-11254

Further, I served notice of filing via U.S. Mail upon the following counsel of record for Appellees, with copy of the Clerk Cover Letter:

Counsel for Deutsche Bank National Trust Company

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Greenberg Traurig, P.A.

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Adorno-Cunill & Damas, PL

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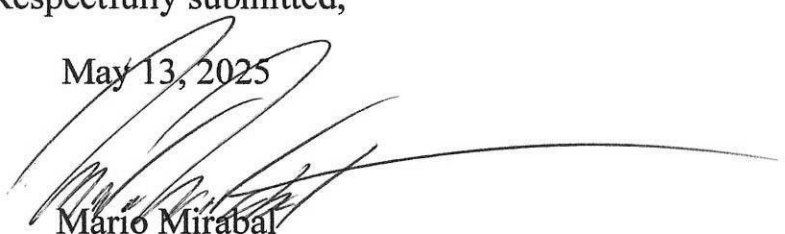
Coral Gables, FL 33134

Each recipient was served in connection with their role in the related lower court proceedings and as counsel of record in one or more consolidated appeals.

The full filing is available to all parties via the PACER system.

Respectfully submitted,

May 13, 2025



Mario Mirabal

Pro Se Appellant

563 W. 49th Street

Miami Beach, FL 33140

Clerk of Court
Case No. 25-11183-D

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